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ETAS ID: TM396504

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Webtech Wireless Inc.		08/24/2016	Corporation: CANADA

RECEIVING PARTY DATA

Name:	The Toronto-Dominion Bank	
Street Address:	100 Wellington Street West	
Internal Address:	26th Floor - TD Commercial Banking	
City:	Toronto, Ontario	
State/Country:	CANADA	
Postal Code:	M5K 1A2	
Entity Type:	Canadian chartered bank: CANADA	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	86413052	ONE SOLUTION. ONE PLATFORM.
Serial Number:	86438251	PROTECTION FROM OBSOLESCENCE WITH NO CAP

CORRESPONDENCE DATA

Fax Number: 3146673633

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3145526000

Email: ipdocket@thompsoncoburn.com

Correspondent Name: Thompson Coburn LLP Address Line 1: One US Bank Plaza

Address Line 4: St. Louis, MISSOURI 63101

NAME OF SUBMITTER:	Shoko Naruo
SIGNATURE:	/sn/
DATE SIGNED:	08/26/2016

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, this "<u>Agreement</u>"), dated as of August 24, 2016, by WEBTECH WIRELESS INC., a corporation amalgamated under the laws of the Province of British Columbia (the "<u>Grantor</u>"), in favor of THE TORONTO-DOMINION BANK, a Canadian chartered bank (the "<u>Bank</u>").

WITNESSETH:

- A. Reference is made to that certain General Security Agreement dated as of October 30, 2015, among the Grantor and the Bank (as the same has been or may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Security Agreement").
- B. This Agreement is made to secure the payment and performance of the Obligations (as defined in the Security Agreement). Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement.
- C. This Agreement is given pursuant to the Security Agreement, and each and every term and provision of the Security Agreement, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties of the parties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Bank as follows:

SECTION 1. Grant of Security Interest. As security for the prompt and complete payment and performance in full when due (whether at stated maturity, acceleration or otherwise) of all the Obligations, Grantor hereby grants to the Bank a security interest in and continuing lien on its respective right, title and interest (but not its obligations) in, to and under all of the following, in each case, whether now held, owned or existing or hereafter acquired or arising, and wherever located: all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, all renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past infringement or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including license royalties, income, payments, claims, damages, and proceeds of suit ("Trademarks"), including but not limited to those U.S. registered trademarks and applications listed on Exhibit A attached hereto and incorporated herein by this reference.

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SECTION 2. <u>Governing Document</u>. This Agreement is governed by that certain Security Agreement, to which reference should be made for a full description of the rights and remedies of the Bank with respect to the Trademarks. In the case of a conflict or inconsistency between any provision of this Agreement and any provision of the Security Agreement, the provisions of the Security Agreement shall control and govern.

SECTION 3. Governing Law. NOTWITHSTANDING SECTION 1.06 OF THE SECURITY AGREEMENT, THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 4. Counterpart Execution: Electronic Delivery. This Agreement may be executed in any number of counterparts, all of which shall be deemed to be an original and such counterparts taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic means shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering an executed counterpart hereof by telefacsimile or other electronic means shall also deliver a manually executed counterpart but the failure to do so shall not affect the validity, enforceability or binding effect hereof.

[Signatures appear on the next page.]

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IN WITNESS WHEREOF, Grantor has cauduly executed and delivered by its officer thereus written.	used this Trademark Security Agreement to be not duly authorized as of the date first above
	WEBTECH WIRELESS INC., a corporation
	amalgamated under the laws of the Province
	of British Columbia, as Grantor
	Name: Aly Robertalia
	Title: Privident of CEO
	/
	/
ACCEPTED AND AGREED:	
THE TORONTO-DOMINION BANK, as the Bank	
D	
By: Name:	
Title:	
_	
By:	
Name: Title:	

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WEBTECH WIRELESS INC., a corporation amalgamated under the laws of the Province of British Columbia, as Grantor

By:		
•	Name:	
	Title:	

ACCEPTED AND AGREED:

THE TORONTO-DOMINION BANK,

as the Bank

By:

Name:

Andrew Chiodo

Title: AVP, Credit

National Accounts

By:

Name:

Title: Justin Whiteside

Senior Analyst

National Accounts

EXHIBIT A

U.S. TRADEMARK APPLICATIONS

Title	Application Filing Date	Serial Number
One Solution. One Platform.	October 2, 2014	86/413,052
Protection From Obsolescence With		
No Capital Investment	October 29, 2014	86/438,251

TRADEMARK SECURITY AGREEMENT (US)
Exhibit A

(WEBTECH WIRELESS INC.)

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RECORDED: 08/26/2016